

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**TRACY CASH, GYASI EDMOND, PAUL §  
MOORE, DENNIS PLATT, & §  
DEMETRIK EMERSON, Individually and §  
on behalf of similarly situated individuals, §**

**Plaintiffs,** §

**v.** §

**WCA MANAGEMENT COMPANY, LP,** §

**Defendant.** §

**Case No. 4:18-cv-04335-NFA**

**PARTIES' JOINT MOTION FOR APPROVAL OF SETTLEMENT**

Plaintiffs Tracy Cash, Gyasi Edmond, Paul Moore, Dennis Platt, and Demetrik Emerson and Defendant WCA Management Company, LP (collectively, “the Parties”) hereby file this Joint Motion for Approval of Settlement and in support state as follows:

1. Plaintiffs filed their Original Complaint on November 15, 2018. Dkt. No. 1. Defendant agreed to waive service of summons on December 13, 2018 and a waiver reflecting this agreement was filed with this Court on December 14, 2018. Dkt. No. 3.

2. Pursuant to the waiver, Defendant’s deadline to answer or otherwise respond to Plaintiffs’ Original Complaint was Monday, February 11, 2019. On February 8, 2019 the Parties’ jointly requested an Extension of Time for Defendant to answer or otherwise respond to Plaintiffs’ Original Complaint. Dkt. No. 7. The Court granted that motion on February 11, 2019 and extended Defendants’ deadline to February 22, 2019. Dkt. No. 8.

3. On February 22, 2019, the Parties notified this Court that they fully and finally resolved all matters at issue in the above-styled case, that they were in the process of finalizing their settlement documentation, and that they anticipated filing their Joint Motion to Dismiss this

matter with prejudice within 30 days. Dkt. No. 9. That same day, the Court ordered the Parties to provide certain information so that it could assess whether the settlement should be approved. Dkt. No. 10.

4. After sufficient negotiations in which Plaintiffs and Defendant were both represented by counsel, Plaintiffs and Defendant reached an agreement that resolves Plaintiffs' claims in this lawsuit. Plaintiffs and Defendant believe their settlement is a fair, reasonable and adequate compromise of a *bona fide* dispute. The Parties desire to resolve this litigation, and in doing so do not concede the truth or falsity of any allegation of fact made in the pleadings in this matter, nor do they concede the correctness or applicability of any legal theory of recovery or defense asserted in this matter.

5. The Parties' settlement was reduced to writing. Per the Court's February 22, 2019 order, the Parties are filing the individual settlement agreements under seal contemporaneously with this Motion as Exhibit A. *See* Dkt. No. 10. The settlement agreements have been executed by Plaintiffs, and Defendant will execute the settlement agreements this week. The Parties ask that the Court review the settlement agreements *in camera* and maintain the terms of the settlement under seal. Alternatively, if the Court decides to unseal the terms of the settlement, the Parties ask that the Court provide adequate notice of its decision to unseal the settlement so that the Parties can decide if making the details public means there is no settlement and the case should therefore stay on the docket for adjudication.

6. The Parties agree that the settlement is the product of arm's-length negotiations. They further agree that the settlement constitutes a full and fair settlement of all claims raised by Plaintiffs in this matter and that could be raised by Plaintiffs in this matter, and that the terms of the settlement agreements are fair, reasonable, and adequate. The settlement is intended to, and

will, extinguish all of Plaintiffs' claims that have been raised in this matter or could be raised in this matter.

7. The Parties represent to the Court that the settlement: (a) is fair to all Parties; (b) reasonably resolves a bona fide disagreement between the Parties with regard to the merits of Plaintiffs' claims; and (c) demonstrates a good faith intention by the Parties that Plaintiffs' claims for liability and damages be fully and finally resolved and not relitigated in whole, or in part, at any point in the future.

8. Accordingly, in the present Joint Motion, the Parties request that the Court approve the Parties' settlement and dismiss this matter with prejudice.

Dated March 25, 2019

Respectfully submitted,

/s/ Shelly Davis-Smith

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**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

On March 25, 2019, I electronically submitted the foregoing document with the Clerk of Court for the U.S. District Court, Southern District of Texas, Houston Division, using the Electronic Case Filing system of the Court. I hereby certify that I have served all counsel of record as follows:

***Via Electronic Case Filing:***

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/s/ Kimberly R. Miers

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